

MORRIS LAW GROUP

411 E. BONNEVILLE AVE., STE. 360 • LAS VEGAS, NEVADA 89101
702/474-9400 • FAX 702/474-9422

Steve Morris, Nevada Bar No. 1543
Jean-Paul Hendricks, Nevada Bar No. 10079
MORRIS LAW GROUP
411 E. Bonneville Ave., Ste. 360
Las Vegas, Nevada 89101
Telephone: (702) 474-9400
sm@morrislawgroup.com
jph@morrislawgroup.com

Victoria E. Briant (Pro Hac Vice forthcoming)
LAW OFFICE OF VICTORIA E. BRIANT, P.A.
4000 Ponce de Leon Blvd., Ste. 470
Coral Gables, Florida 33146
Telephone: (305) 421-7200
victoria@briantlaw.com

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ESTRELLA FRANCHISING CORP.,)	Case No.
a Florida corporation,)	
)	
Plaintiff,)	COMPLAINT
v.)	
)	JURY TRIAL DEMANDED
AMERICAN ACCESS AGENCY OF)	
NEVADA, LLC, a Nevada limited)	
liability company, its officer DON)	
TURNER, an Individual, and)	
AMERICAN ACCESS CASUALTY)	
COMPANY, an Illinois corporation,)	
)	
)	
Defendants.)	

Plaintiff Estrella Franchising Corp. ("Estrella") complains and alleges against Defendants American Access Agency of Nevada, LLC ("Access Agency"), its officer Don Turner ("Turner"), and its franchisor or affiliate American Access Casualty Company ("American Access"), (collectively "Defendants"), and each of them as follows:

1 1. This is an action for: (a) federal trademark infringement pursuant
2 to 15 U.S.C. § 1114; (b) false designation of origin, false advertising, and unfair
3 competition in violation of 15 U.S.C. § 1125(a); (c) dilution of interest in
4 trademarks in violation of 15 U.S.C. § 1125(c); (d) cyber-piracy in violation of
5 15 U.S.C. § 1125(d); (e) unjust enrichment; (f) common law unfair
6 competition; (g) common law trademark infringement; (h) intentional
7 interference with prospective economic advantage in violation of the laws for
8 the State of Nevada; (i) misappropriation of trademarks in violation of the
9 laws for the State of Nevada; and (j) deceptive trade practices in violation of
10 N.R.S. § 598.0915.

11 2. This action arises out of Defendants' unlawful marketing,
12 distribution and sale of insurance brokerage services that use the federally
13 registered "Estrella Insurance" word mark, and the words "Estrella Insurance"
14 in conjunction with an image of a star (explained below), without the
15 authorization or permission of Plaintiff Estrella Franchising Corp., owner of
16 these trademarks. Based upon the unlawful use of Estrella's "Estrella
17 Insurance" word mark, and word plus image of a star, Defendants' services,
18 signage, advertising and promotional materials and trade names infringe and
19 dilute Estrella's strong, distinctive and famous Estrella Insurance trademarks
20 in a manner that is likely to cause confusion, mistake and deception among
21 consumers and likely to dilute the distinctive qualities of the famous Estrella
22 Insurance trademarks.

23 3. As the owner of the trademark "Estrella Insurance"®, Estrella has
24 the exclusive right to use and license "Estrella Insurance" for insurance
25 brokerage services in the State of Nevada. Defendants' unauthorized use of
26 "Estrella Insurance" and "Estrella Insurance" with the image of a star have
27 prevented Estrella from establishing franchises in the State of Nevada,
28 causing Estrella substantial damages and irreparable harm.

PARTIES

4. Plaintiff Estrella Franchising Corp. is a Florida corporation with its principal place of business located at 3750 W. Flagler Street, Miami, Florida 33134.

5. On information and belief, Defendant American Access Agency of Nevada, LLC is a Nevada Limited-Liability Corporation with its principle place of business in Las Vegas, Nevada. Access Agency provides insurance brokerage services in Las Vegas under the trade name "Estrella". Its registered agent for service is CSC Services of Nevada, Inc., of 2215-B Renaissance Drive, Las Vegas, Nevada 89119.

6. On information and belief, Defendant Don Turner, is the sole officer or member of Defendant Access Agency. Defendant Turner has an address of 2211 Butterfield Road, Downers Grove, Illinois 60515. On information and belief, Defendant Turner has personally controlled, ratified, participated in and/or been the moving force behind the infringing activities of Defendant Access Agency.

7. On information and belief, Defendant American Access Casualty Company is a corporation with an address of 2211 Butterfield Rd. Suite 200, Downers Grove, IL 60515, doing business in Nevada. According to its website, "American Access Casualty Company, incorporated in December of 1999, started operations in the Chicago metropolitan market, later expanding to Illinois, Indiana, Nevada, Arizona and most recently Texas." <https://www.aains.com/about-us/> Defendant American Access "specializes in automobile insurance directed towards the Hispanic community." <https://www.aains.com/> On information and belief, American Access is a licensor, franchisor, or affiliate of Defendant Access Agency.

8. The Defendants have each actively participated in the actions alleged herein.

JURISDICTION AND VENUE

9. This Court has original subject matter jurisdiction over this claim pursuant to the Lanham Act, 15 U.S.C. §1051 et seq. The Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1338 and supplemental jurisdiction over the state claims pursuant to 28 U.S.C. § 1367.

10. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) and (c), and the Lanham Act, because the actions herein alleged took place within this jurisdiction and/or because all Defendants are either found in this District or are otherwise subject to personal jurisdiction in this District.

GENERAL ALLEGATIONS

THE FACTS

The Estrella Trademarks

11. Plaintiff Estrella promotes its brand by franchising insurance brokerage services. For almost 40 years, Estrella has licensed hundreds of individually-owned entities to do business as "Estrella Insurance". As part of its franchise services, Estrella offers support for its franchisees in organization, training, management, and marketing. As part of its franchise agreement, Estrella licenses the use of the trademarks at issues in this lawsuit. In turn, Estrella's franchisees pay Estrella royalties. Estrella's franchisees provide insurance brokerage services under the name "Estrella Insurance"®.

12. Estrella is the owner of U.S. Service Mark Reg. No. 2,064,814 for the Word Mark ESTRELLA INSURANCE for "insurance brokerage services." Pursuant to Section 7 of the United States Trademark Act (15 U.S.C. § 1057), this registration is prima facie proof of Estrella's ownership of and exclusive right to use the Estrella Insurance® word mark. A copy of the registration is attached hereto as Exhibit A.

...

13. Estrella is the owner of U.S. Service Mark Reg. No. 2,037,199 for



the ESTRELLA INSURANCE design plus words, as follows: for "insurance brokerage services". Pursuant to Section 7 of the United States Trademark Act, 15 U.S.C. § 1057, this registration is prima facie proof of Estrella's ownership of and exclusive right to use the Estrella Insurance design plus words mark set forth above. A copy of the registration is attached hereto as Exhibit B. Color is not part of the mark.

14. U.S. Service Mark Reg. No. 2,064,814 for the Word Mark ESTRELLA INSURANCE for "insurance brokerage services" and U.S. Service Mark Reg. No. 2,037,199 for the ESTRELLA INSURANCE design plus words, as set forth in Paragraph 12 above are referred to collectively herein as "The Estrella Marks".

15. By Estrella's use, and through extensive advertising, promotion and sales throughout the United States, Estrella has developed substantial goodwill, consumer recognition and value in the distinctive The Estrella Marks, including the Estrella Insurance® trademark. As a result of Estrella's use of The Estrella Marks including the Estrella Insurance® trademark, the Estrella Insurance® insurance brokerage services have come to be widely

1 known and recognized in the United States as a high-quality automobile
2 insurer.

3 16. Estrella has developed substantial and valuable goodwill in The
4 Estrella Marks through advertising, industry recognition, and a history of
5 providing high quality services under The Estrella Marks. As a result, Estrella
6 has developed widespread recognition and secondary meaning in The
7 Estrella Marks throughout the United States, all of which has inured and
8 continues to inure to Estrella's substantial benefit.

9 17. Estrella and its authorized franchisees have the exclusive license
10 to use and license others to use the trade name "Estrella Insurance". The
11 Estrella Marks are distinctive and famous and have acquired secondary
12 meaning.

13 18. The Estrella Marks are utilized in interstate commerce.

14 19. The Estrella Marks have been very widely advertised and
15 promoted by Estrella over the years, specifically with regard to the sale and
16 service of insurance brokerage services and more specifically auto insurance,
17 and the granting of rights to operate Estrella franchised locations.


18 20. Estrella has more than 100 franchise locations in Florida,
19 California, Arizona, and soon to be in Texas. It intends to add locations in
20 Nevada, but is unable to do so because of Defendants' unauthorized use of
21 The Estrella Marks. Estrella has a strong marketing and advertising presence
22 in both the Spanish and English languages and including all media such as
23 TV, radio, outdoor and most importantly the Internet.

24 21. Estrella and its franchisees have spent a considerable amount of
25 time, effort, and money to promote The Estrella Marks, as a result of which
26 the general public in the various markets in which Estrella and its franchisees
27 operate have come to know and recognize The Estrella Marks, and to
28 associate them exclusively with products and services offered by Estrella and

its franchises. The Estrella Marks are assets of inestimable value to Estrella, representing and embodying Estrella's considerable goodwill and favorable reputation.

Defendants' Infringing and Dilutive Activities

22. Defendants Access Agency, Turner and American Access working together in concert have, and continue to, market, distribute and sell insurance brokerage services using the Estrella Insurance® word mark on its own and in conjunction with a star in United States commerce and in this district, without Estrella's authorization.

23. Defendant Access Agency offers insurance brokerage services under the name Estrella Insurance in conjunction with the image of a star:  **Estrella Insurance**, and continues to use the URL <http://www.directoestrella.com>.

24. Defendant Access Agency's use of Estrella Insurance plus a star as its name, on its office signage, billboards, website and in its domain name creates a likelihood of confusion.

25. In addition, Estrella owns the following domain names:

estrelladirecto.com;
estrelladirect.com;
Estrellainsurance.com;
nicolasestrella.com;
estrellaseguros.com;
theestrellaranch.com;
estrellafranchise.com; and
nicolasestrellajr.com.

26. Defendant Access Agency obtained and uses the domain name directoestrella.com and offers insurance brokerage services at physical locations and over its website under the name "directoestrella". Defendant

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1 Access Agency's use of directoestrella.com creates a likelihood of confusion.

2 27. In a further effort to unlawfully infringe, dilute and confuse,
3 without Estrella's knowledge or authorization, on or about August 8, 2011,
4 defendants American Access and Turner applied for, and thereafter received
5 a state trademark issued by the State of Nevada for "ESTRELLA
6 INSURANCE" as a brand name or service mark for insurance. A true and
7 correct copy of the State of Nevada trademark registration of "Estrella
8 Insurance" by Access Agency and its owner Turner is attached hereto as
9 Exhibit C.

10 28. In filing its State of Nevada trademark application, defendants
11 Access Agency and Turner represented:

12 The applicant herein states that he has read the above
13 application and that the statement and facts set out therein
14 are true that the mark is currently in use by the applicant;
15 that to the best of his knowledge and belief the applicant is
16 the owner of the mark sought to be registered and no other
17 person has the right in the State of Nevada to use such mark
18 either in the identical form set forth in the application or in
19 such near resemblance to it as might, when applied to the
20 goods or services of such other person, cause confusion or
cause mistake or be calculated to deceive.

21 29. Upon information and belief, at the time of their application to the
22 Nevada Secretary of State, defendants Access Agency and Turner were aware
23 of the fact that the Nevada Secretary of State does not conduct a search of
24 federally registered trademarks which might be implicated by such an
25 application, does not undertake any other actions to either verify the accuracy
26 of an applicant's representations, or to notify any previously registered
27 owners of federally protected trademarks about pending applications that
28 have been filed with the Nevada Secretary of State's office. *See* State of

1 Nevada Mark Registration Form (Pursuant to N.R.S. § 600 et seq.) Page
2 attached as Exhibit D.

3 30. In their application to the Nevada Secretary of State for its
4 "ESTRELLA INSURANCE" trademark for insurance, the Defendants
5 intentionally, willfully and fraudulently failed to disclose Estrella's exclusive
6 federally registered The Estrella Marks including the ESTRELLA
7 INSURANCE® trademark for insurance brokerage services.

8 31. Customers and potential customers mistakenly believe that
9 defendant Access Agency is affiliated or associated with Estrella.

10 32. Defendants have caused and are likely to continue to cause
11 confusion, mistake, or deception among consumers as to the origin, source,
12 sponsorship, approval or genuineness of the insurance services provided by
13 defendant Access Agency. On or about June 28, 2017, Estrella placed
14 defendant Agency Access on formal notice of its rights and demanded that
15 Agency Access cease use of The Estrella Marks in its name. A copy of the
16 cease and desist letter is attached hereto as Exhibit E. Defendant Access
17 Agency did not respond to Estrella's cease-and-desist letter.

18 33. On information and belief, defendant Access Agency has been or
19 should have been aware of Estrella and its use of The Estrella Marks.

20 34. On information and belief, the only purpose for defendant Access
21 Agency using Estrella Insurance as its name has been to mislead the public
22 into believing that the company and its services were sponsored by or
23 affiliated with Estrella.

24 35. Before the Defendants commenced their use of the Estrella
25 Insurance® word mark for insurance brokerage services in United States
26 commerce, they were or should have been fully aware of Estrella's duly
27 granted federal registration for and/or of its federally protected right to the
28 exclusive use of The Estrella Marks, including the Estrella Insurance® word

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trademark for insurance brokerage services in the United States.

36. Unless enjoined, the Defendants will continue to use the Estrella Insurance® word mark and make false and misleading statements in violation of Estrella's rights.

37. The Defendants' acts have caused and, unless enjoined, will continue to cause, serious and irreparable injury to Estrella, its business and its reputation, and to its valuable The Estrella Marks, including Estrella Insurance® word mark and the goodwill appurtenant thereto and to the public.

38. Plaintiff Estrella has no adequate remedy at law.

39. The Defendants have caused Estrella to suffer loss of profits and other damage, and the Defendants have obtained illegal profits and have otherwise been unjustly enriched in an amount to be proven at trial.

FIRST CLAIM FOR RELIEF

Violation of 15 U.S.C. §1114, Infringement under the Lanham Act, of U.S. Service Mark Reg. No. 2,064,814 for the ESTRELLA INSURANCE® Word Mark Against Access Agency and Turner

40. Estrella incorporates and realleges the foregoing paragraphs as though fully set forth herein.

41. Estrella is the owner of U.S. Service Mark Reg. No. 2,064,814 for the ESTRELLA INSURANCE® word mark for "insurance brokerage services". A copy of the registration is attached hereto as Exhibit A. Color is not part of the mark.

42. Defendants Access Agency and its member Turner, without authorization, used and are using the registered mark ESTRELLA INSURANCE® in commerce in connection with the sale, offer for sale, distribution, and advertisement of insurance brokerage services.

43. Defendants' unauthorized use of the registered mark ESTRELLA

INSURANCE® is likely to cause confusion, mistake, or to deceive the public as to the source of goods and services.

44. By reason of the foregoing, Estrella asserts a claim against Defendants for injunctive relief and monetary damages for service mark infringement pursuant to 15 U.S.C. § 1114.

45. On information and belief, defendant Access Agency has or should have been aware of the ESTRELLA INSURANCE® word mark since before its own trademark registration with the state of Nevada in 2011 and has continued use of the same mark, Estrella Insurance, in complete disregard for Estrella's rights in the mark.

46. By reason of the foregoing, Estrella asserts claims against Defendants for willful service mark infringement.

SECOND CLAIM FOR RELIEF

Violation of 15 U.S.C. §1114, Infringement Under the Lanham Act, of U.S. Service Mark Reg. No. 2,037,199 for ESTRELLA INSURANCE Design Plus Words Against Access Agency and Turner

47. Estrella incorporates and realleges the foregoing paragraphs as though fully set forth herein.

48. Estrella is the owner of U.S. Service Mark Reg. No. 2,037,199 for the ESTRELLA INSURANCE design plus words, as follows:



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1 for insurance brokerage services. A copy of the registration is attached hereto
 2 as Exhibit B. Color is not part of the mark.

3 49. Defendants Access Agency and its member Turner, without
 4 authorization, used and are using the registered mark ESTRELLA
 5 INSURANCE design plus words in commerce in connection with the sale,
 6 offer for sale, distribution, and advertisement of insurance brokerage services.

7 50. Defendants' unauthorized use of the registered mark ESTRELLA
 8 INSURANCE design plus words is likely to cause confusion, mistake, or to
 9 deceive the public as to the source of goods and services.

10 51. By reason of the foregoing, Estrella asserts a claim against
 11 Defendants for injunctive relief and monetary damages for service mark
 12 infringement pursuant to 15 U.S.C. § 1114.

13 52. On information and belief, Access Agency has been or should
 14 have been aware of the ESTRELLA INSURANCE design plus words mark
 15 since Access Agency commenced use of the Estrella Insurance mark in 2006.

16 53. American Access has been or should have been aware of Estrella's
 17 rights in the ESTRELLA INSURANCE design plus words and has continued
 18 use of a confusingly similar mark of Estrella Insurance with a star in complete
 19 disregard for Estrella's rights in the mark.

20 54. By reason of the foregoing, Estrella asserts claims against
 21 Defendants for willful service mark infringement.

22 THIRD CLAIM FOR RELIEF

23 **Violation of 15 U.S.C. §1125(a), False Designation of Origin, False** 24 **Advertising, and Unfair Competition Under the Lanham Act, Against All** 25 **Defendants**

26 55. Estrella incorporates and realleges the foregoing paragraphs as
 27 though fully set forth herein.

28 56. Estrella is well known for its insurance brokerage services.

1 57. Estrella markets its services under The Estrella Marks.

2 58. The Estrella Marks have developed considerable goodwill among
3 consumers.

4 59. Defendants Access Agency and Turner misrepresent to the public
5 that their website and services are affiliated with or sponsored by Estrella by
6 using Estrella Insurance.

7 60. Defendants Access Agency and Turner misrepresent to the public
8 that their website and services are affiliated with or sponsored by Estrella by
9 using The Estrella Marks.

10 61. Defendants Access Agency and Turner's actions create a
11 likelihood of confusion among the public as to the affiliation or sponsorship
12 of Defendants' website and services with Estrella.

13 62. On information and belief, Defendants Access Agency and Turner
14 used The Estrella Marks with the specific purpose of misleading the public
15 into believing that Estrella was affiliated, connected, or associated with their
16 website and services.

17 63. By reason of the foregoing, Estrella asserts a claim against
18 Defendants Agency Access, its member Turner, and Agency Insurance for
19 injunctive relief and monetary damages for false designation of origin, false
20 advertising, and unfair competition pursuant to 15 U.S.C. § 1125(a).

21 64. By reason of the foregoing, Estrella asserts that the present case is
22 exceptional and entitles Estrella to treble damages and attorneys' fees.

23 **FOURTH CLAIM FOR RELIEF**

24 **Violation of 15 U.S.C. § 1125(c), Dilution of Interest in Trademark -**
25 **Insurance Brokerage Services, Against All Defendants**

26 65. Estrella repeats and realleges the foregoing paragraphs as though
27 fully set forth herein.

28 66. Estrella has registered and used its The Estrella Marks including

1 the ESTRELLA INSURANCE® trademark for insurance brokerage services
2 extensively in interstate commerce and the trademarks identify Estrella's
3 premium insurance services brand and they qualify as "famous" marks within
4 the meaning of 15 U.S.C. §1125(c) that plaintiff Estrella is entitled to protect
5 and use.

6 67. Defendants' intentional and unauthorized use of the ESTRELLA
7 INSURANCE® word mark is likely to dilute plaintiff Estrella's interest in the
8 ESTRELLA INSURANCE® trademark for insurance brokerage services, in
9 violation of the Lanham Act, 15 U.S.C. § 1125(c)(1), by linking the ESTRELLA
10 INSURANCE® trademark, and its accompanying reputation, to the services
11 being marketed by Defendants.

12 68. Defendants' intentional and unauthorized use of the ESTRELLA
13 INSURANCE design plus words trademark for insurance brokerage services
14 is likely to dilute plaintiff Estrella's interest in its ESTRELLA INSURANCE
15 design plus words trademark for insurance brokerage services, in violation of
16 the Lanham Act, 15 U.S.C. § 1125(c)(1), by linking the its ESTRELLA
17 INSURANCE design plus words trademark for insurance brokerage services,
18 and its accompanying reputation, to the services being marketed by
19 Defendants.

20 FIFTH CLAIM FOR RELIEF

21 **Violation of 15 U.S.C. § 1125(c), Dilution of Interest in Trademark -** 22 **Insurance Brokerage Services, Against All Defendants**

23 69. Estrella repeats and realleges the foregoing paragraphs as though
24 fully set forth herein.

25 70. Defendants' use of the domain name "directoestrella.com" has
26 caused and continues to cause dilution of the distinctive quality of Plaintiff's
27 mark, "Estrella Insurance".

28 71. Defendants use of "directoestrella.com" is a violation of 15 U.S.C.

§ 1125(c), Plaintiff's mark being distinctive and famous within the meaning of the statute and Defendants' use of "directoestrella.com" in commerce having begun after Plaintiff's mark became distinctive and famous.

72. Defendants willfully intended to trade on Plaintiff's reputation and/or cause dilution of Plaintiff's mark by their registration and use of the domain name "directoestrella.com".

73. Plaintiff is entitled to injunctive relief under 15 U.S.C. § 1116 and recovery of damages from Defendants jointly and severally, pursuant to 15 U.S.C. § 1117(a). Damages recoverable are actual damages sustained by the Plaintiff, the Defendants' profits, and the costs of the action together with Plaintiff's reasonable attorney fees. In the alternative, Plaintiff is entitled to recover damages in such sum as the court may find just according to the circumstances of the case.

SIXTH CLAIM FOR RELIEF

Cyberpiracy in Violation of 15 U.S.C. § 1125(d) Against All Defendants

74. Estrella incorporates and realleges the foregoing paragraphs as though fully set forth herein.

75. As alleged above, Defendant Access Agency has registered, trafficked in and used the Internet domain name "directoestrella.com."

76. Defendant Access Agency offers insurance brokerage services at physical locations and over its website under the name "directoestrella".

77. Defendants Turner and American Access had and have a bad faith intent to profit from the Internet domain name "directoestrella.com."

78. As alleged above, Estrella owns the following domain names: estrelladirecto.com; estrelladirect.com; and Estrellainsurance.com.

79. The Estrella Marks were distinctive and famous at the time of registration of the Internet domain name "directoestrella.com" and remain distinctive today.

1 80. Defendants did not believe and could not have reasonably
2 believed that the use of "directoestrella.com" was lawful or was otherwise fair
3 use.

4 81. As a result of the wrongful registration of "directoestrella.com"
5 Estrella has suffered substantial damages, as well as the continuing loss of the
6 goodwill and reputation established by and associated with The Estrella
7 Marks.

8 82. This continuing loss of goodwill and damage to reputation cannot
9 be properly calculated, and thus constitutes irreparable harm and injury for
10 which Estrella has no adequate remedy at law.

11 83. Estrella will continue to suffer irreparable harm and injury unless
12 this Court enjoins Defendants' conduct and orders that the Internet domain
13 name "directoestrella.com" be transferred to Estrella.

14 **SEVENTH CLAIM FOR RELIEF**

15 **Unjust Enrichment Against All Defendants**

16 84. Estrella incorporates and realleges paragraphs as though fully set
17 forth herein.

18 85. Estrella has expended considerable time and resources
19 developing and promoting The Estrella Marks.

20 86. On information and belief, Defendants Agency Access, its
21 member Turner, and Agency Insurance were aware of the benefit of using
22 The Estrella Marks and sought to appropriate the time and resources
23 expended by Estrella without the authorization or consent of Estrella.

24 87. By using The Estrella Marks without compensation to Estrella,
25 Defendants Agency Access, its member Turner, and Agency Insurance have
26 been unjustly enriched.

27 88. By reason of the forgoing, Estrella makes a claim against each
28 Defendant for Unjust Enrichment.

EIGHTH CLAIM FOR RELIEF

**Intentional Interference with Prospective Economic Advantage
Against All Defendants**

89. Estrella repeats and realleges the foregoing paragraphs as though fully set forth herein.

90. Estrella was and is likely to enter into one or more contracts with another person or company in the State of Nevada for ESTRELLA INSURANCE® services to consumers, distributors, retailers and/or franchisees.

91. Upon information and belief, Defendants knew about the future contract(s), and intended and intend to harm Estrella by preventing the contract(s) from going forward.

92. The Defendants' wrongful sale, advertising and promotion of ESTRELLA INSURANCE® services to consumers, distributors, retailers and/or franchisees, who are Estrella's customers, prospective customers and purchasers and prospective purchasers of insurance brokerage services, for the purpose of obtaining their business, constitutes intentional interference with Estrella's prospective economic advantage. The Defendants' actions have deterred or will deter purchasers from doing business with and/or purchasing insurance brokerage services from Estrella and its franchisees.

93. Defendants purposefully sell their products to purchasers of insurance brokerage services with the intent to take sales that would otherwise go to Estrella.

94. Defendants had and have no legal justification for entering the insurance brokerage services in the State of Nevada under the name Estrella Insurance or using the name Estrella Insurance with the image of a star.

95. Estrella has been damaged by Defendants' conduct and has lost money.

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NINTH CLAIM FOR RELIEF

Common Law Trademark Infringement Against All Defendants

96. Estrella repeats and realleges the foregoing paragraphs as though fully set forth herein.

97. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding The Estrella Marks including the Estrella's ESTRELLA INSURANCE® trademark, each of the Defendants has unfairly competed with Estrella and/or contributed to acts of unfair competition by other defendants or third parties.

98. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's The Estrella Marks including the ESTRELLA INSURANCE design plus words trademark, each of the Defendants has unfairly competed with Estrella and/or contributed to acts of unfair competition by other defendants or third parties.

99. By their wrongful acts, Defendants have caused and, unless enjoined by the Court, will continue to cause serious irreparable injury and damage to Estrella and to the goodwill and reputation associated with THE ESTRELLA TRADEMARKS, including diversion of customers, lost sales and lost profits, and Defendants will be unjustly enriched. Estrella has no adequate remedy at law.

TENTH CLAIM FOR RELIEF

Common Law Unfair Competition, Against All Defendants

100. Estrella repeats and realleges the foregoing paragraphs as though fully set forth herein.

101. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's The Estrella Marks including the ESTRELLA INSURANCE® trademark, each of the Defendants has unfairly competed with Estrella and/or contributed to acts of unfair competition by

1 other defendants or third parties.

2 102. By their foregoing deceptive and/or fraudulent conduct creating
3 a likelihood of confusion regarding Estrella's The Estrella Marks including the
4 ESTRELLA INSURANCE design plus words trademark, each of the
5 Defendants has unfairly competed with Estrella and/or contributed to acts of
6 unfair competition by other defendants or third parties.

7 103. By such wrongful acts, Defendants have caused and, unless
8 enjoined by the Court, will continue to cause serious irreparable injury and
9 damage to Estrella and to the goodwill and reputation associated with The
10 Estrella Marks, including diversion of customers, lost sales and lost profits,
11 and Defendants will be unjustly enriched. Estrella has no adequate remedy
12 at law.

13 ELEVENTH CLAIM FOR RELIEF

14 **Misappropriation Against All Defendants**

15 104. Estrella repeats and realleges the foregoing paragraphs as though
16 fully set forth herein.

17 105. By their foregoing deceptive and/or fraudulent conduct creating
18 a likelihood of confusion regarding Estrella's The Estrella Marks including the
19 ESTRELLA INSURANCE® trademark, each of the Defendants has unfairly
20 appropriated the fruits of Estrella's labor at no cost.

21 106. By such wrongful acts, Defendants have caused and, unless
22 enjoined by the Court, will continue to cause serious irreparable injury and
23 damage to Estrella and to the goodwill and reputation associated with
24 Estrella's The Estrella Marks including the ESTRELLA INSURANCE design
25 plus words trademark, including diversion of customers, lost sales and lost
26 profits, and Defendants will be unjustly enriched. Estrella has no adequate
27 remedy at law.

28 ...

TWELFTH CLAIM FOR RELIEF**Deceptive Trade Practices, Violation of N.R.S. § 598.0915,
Against All Defendants**

107. Estrella repeats and realleges the foregoing paragraphs as though fully set forth herein.

108. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's famous The Estrella Marks including the ESTRELLA INSURANCE® trademark for insurance brokerage services trademark, each of the Defendants has knowingly made false representations as to the approval and legality of Defendants' use of The Estrella Marks including the ESTRELLA INSURANCE® mark and caused substantial and irreparable injury of the public and of Estrella's business reputation and goodwill.

109. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's famous The Estrella Marks including the ESTRELLA INSURANCE design plus words mark for insurance brokerage services trademark, each of the Defendants has knowingly made false representations as to the approval and legality of Defendants' use of The Estrella Marks, including the ESTRELLA INSURANCE design plus words mark for insurance brokerage services trademark and caused substantial and irreparable injury of the public and of Estrella's business reputation and goodwill.

110. By such wrongful acts, Defendants have caused and, unless enjoined by the Court, will continue to cause serious irreparable injury and damage to Estrella and to the goodwill associated with Estrella's The Estrella Marks including the ESTRELLA INSURANCE® trademark, including diversion of customers, lost sales and lost profits, and Defendants will be unjustly enriched. Estrella has no adequate remedy at law.

THIRTEENTH CLAIM FOR RELIEF**Injunctive Relief Under N.R.S. §600.435 Against Commercial Use of a Famous Trademark, Against All Defendants**

111. Estrella repeats and realleges the foregoing paragraphs as though fully set forth herein.

112. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's famous The Estrella Marks including the ESTRELLA INSURANCE® word trademark, each of the Defendants has caused dilution of The Estrella Marks including the ESTRELLA INSURANCE® trademark and/or contributed to acts of dilution by other Defendants or third parties, to the substantial and irreparable injury of the public and of Estrella's business reputation and goodwill.

113. By their foregoing deceptive and/or fraudulent conduct creating a likelihood of confusion regarding Estrella's famous The Estrella Marks including the ESTRELLA INSURANCE design plus words mark for insurance brokerage services trademark, each of the Defendants has caused dilution of The Estrella Marks including the ESTRELLA INSURANCE design plus words mark for insurance brokerage services trademark and/or contributed to acts of dilution by other defendants or third parties, to the substantial and irreparable injury of the public and of Estrella's business reputation and goodwill.

114. By such wrongful acts, Defendants have caused and, unless enjoined by the Court, will continue to cause serious irreparable injury and damage to Estrella and to the goodwill associated with THE ESTRELLA TRADEMARKS, including diversion of customers, lost sales and lost profits, and Defendants will be unjustly enriched. Estrella has no adequate remedy at law.

...

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702/474-9400 • FAX 702/474-9422

REQUEST FOR JUDGMENT
AND PRAYER FOR RELIEF

WHEREFORE, Estrella prays for judgment against Defendants and each of them as follows as to all Claims for Relief,

1. Entry of a preliminary and permanent injunction enjoining the Defendants, their officers, directors, principals, agents, servants, affiliates, employees, attorneys, agents, representatives, successors and assigns, and all those in privity or acting in concert or participation with Defendants, and each and all of them, from directly or indirectly:

a. Selling, offering for sale, advertising, franchising, and/or promoting insurance brokerage services, bearing or using The Estrella Marks including the ESTRELLA INSURANCE® trademark or any imitation thereof;

b. Selling, offering for sale, advertising, franchising, and/or promoting insurance brokerage services, bearing or using the U.S. Service Mark Reg. No. 2,037,199 for the ESTRELLA INSURANCE design plus words trademark or any imitation thereof;

c. Using in any manner, or representing by any means whatsoever, that they have rights to use, the trademark ESTRELLA INSURANCE® or any other word, name, mark or designation similar to plaintiff's ESTRELLA INSURANCE® trademark, to sell, identify, designate, advertise, describe or refer to themselves, or any goods or services they offer;

d. Using in any manner, or representing by any means whatsoever, that they have rights to use, the trademark U.S. Service Mark Reg. No. 2,037,199 for the ESTRELLA INSURANCE design plus words or any other word, name, mark or designation similar to plaintiff's ESTRELLA INSURANCE® trademark, to sell, identify, designate, advertise, describe or refer to themselves, or any goods or services they offer;

e. Discontinuing use of the domain name "directoestrella.com";

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1 f. Continuing to perform in any manner whatsoever any of the
2 acts alleged in the complaint; and

3 g. Causing, engaging in, or permitting others to do any of the
4 aforesaid acts.

5 h. Destroying all materials bearing the infringing ESTRELLA
6 INSURANCE® trademark or any imitation thereof in their possession,
7 custody or control, including, without limitation, all documents provided to
8 Defendants' customers, signs, or advertising;

9 i. Destroying all materials bearing the infringing use of the
10 registered mark ESTRELLA INSURANCE design plus words in commerce in
11 connection with the sale, offer for sale, distribution, and advertisement of
12 insurance brokerage services or any imitation thereof in their possession,
13 custody or control, including, without limitation, all documents provided to
14 Defendants' customers, signs, or advertising;

15 j. Filing of a notice of cancellation with the State of Nevada for
16 the registered trademark for Estrella Insurance;

17 2. Entry of an order revoking Defendants' rights to the internet site
18 and domain name www.directoestrella.com and any other domain name
19 containing the word "Estrella";

20 3. Entry of an order ordering that the domain name
21 www.directoestrella.com be transferred to Plaintiff Estrella; and

22 4. Within 30 days of the entry of the Court's preliminary and
23 permanent injunction, submit sworn affidavits from each of the individual
24 Defendants and an officer from each of the business entity Defendants
25 confirming compliance and describing the acts taken to comply with this
26 section to the court and to plaintiff's counsel.

27 5. Ordering each Defendant to conduct corrective advertising to
28 advise the public that their respective companies are not affiliated, connected

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702/474-9400 · FAX 702/474-9422

1 or associated with Estrella.

2 6. Awarding Estrella its compensatory damages and/or any profits
3 of Defendants' and Estrella's costs of the action pursuant to 15 U.S.C. §
4 1117(a).

5 7. Awarding Estrella treble its damages and/or Defendants' profits
6 pursuant to 15 U.S.C. § 1117(b);

7 8. Awarding costs of this action and disbursements;

8 9. Finding that this is an exceptional case and award Estrella's
9 attorneys' fees pursuant to 15 U.S.C. § 1117(a);

10 10. Awarding exemplary and punitive damages against Defendants
11 for their intentional interference with prospective advantage and/or
12 oppression, fraud and malice in violation of plaintiff's rights under Nevada
13 law.

14 11. Awarding further exemplary and punitive damages against
15 Defendants as allowed by law.

16 12. Finding that all Defendants are jointly and severally liable for any
17 judgment entered herein.

18 13. Awarding Estrella pre-judgment and post-judgment interest until
19 such awards are paid; and

20 14. Awarding such other and further relief as this Court deems just
21 and proper in the circumstances.

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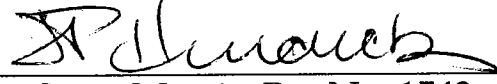
JURY TRIAL DEMANDED

Plaintiff demands a jury.

Dated: March 9, 2018.

MORRIS LAW GROUP

By:



Steve Morris, Bar No. 1543
Jean-Paul Hendricks, Bar No. 10079
411 E. Bonneville Ave., Ste. 360
Las Vegas, Nevada 89101
Telephone: (702) 474-9400
sm@morrislawgroup.com
jph@morrislawgroup.com

LAW OFFICE OF VICTORIA E. BRIEANT

Victoria E. Brieant (Pro Hac Vice
forthcoming)
4000 Ponce de Leon Blvd., #470
Coral Gables, FL 33146
Telephone: (305) 421-7200
victoria@brieantlaw.com

Attorneys for Plaintiff
Estrella Franchising Corp.

EXHIBIT A

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,064,814

United States Patent and Trademark Office

Registered May 27, 1997

**SERVICE MARK
PRINCIPAL REGISTER**

ESTRELLA INSURANCE

ESTRELLA INSURANCE, INC. (FLORIDA
CORPORATION)
3746 WEST FLAGLER STREET
MIAMI, FL 33134

FOR: INSURANCE BROKERAGE SERVICES,
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).
FIRST USE 10-1-1980; IN COMMERCE
10-1-1980.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "INSURANCE", APART FROM
THE MARK AS SHOWN.

SER. NO. 75-078,856, FILED 3-26-1996.

JEFFREY MARTIN, EXAMINING ATTORNEY



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 28, 2016

PTAS

MARK S. BICKS
1030 15TH STREET, NW, SUITE 400 EAST
WASHINGTON, DC 20005

900371337

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/14/2016

REEL/FRAME: 5830/0804
NUMBER OF PAGES: 3

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:
ESTRELLA INSURANCE, INC.

DOC DATE: 07/13/2016
CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

ASSIGNEE:
ESTRELLA FRANCHISING CORP.

CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

3750 WEST FLAGLER STREET
MIAMI, FLORIDA 33134

SERIAL NUMBER: 75078856
REGISTRATION NUMBER: 2064814
MARK: ESTRELLA INSURANCE
DRAWING TYPE: TYPESET WORD(S) / LETTER(S) / NUMBER(S)

FILING DATE: 03/26/1996
REGISTRATION DATE: 05/27/1997

SERIAL NUMBER: 75078857
REGISTRATION NUMBER: 2037199
MARK: ESTRELLA INSURANCE

FILING DATE: 03/26/1996
REGISTRATION DATE: 02/11/1997

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S) / NUMBER(S)

5830/0804 PAGE 2

SERIAL NUMBER: 75078858
REGISTRATION NUMBER: 2033988
MARK: DRIVE WITH THE STAR
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 03/26/1996
REGISTRATION DATE: 01/28/1997

SERIAL NUMBER: 75078860
REGISTRATION NUMBER: 2037200
MARK:

FILING DATE: 03/26/1996
REGISTRATION DATE: 02/11/1997

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S) / LETTER(S)
/NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXHIBIT B

The United States of America



**CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER**

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,037,199

Registered Feb. 11, 1997

**SERVICE MARK
PRINCIPAL REGISTER**



ESTRELLA INSURANCE, INC. (FLORIDA
CORPORATION)
3746 WEST FLAGLER STREET
MIAMI, FL 33134

FOR: INSURANCE BROKERAGE SERVICES,
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).
FIRST USE 10-1-1980; IN COMMERCE
10-1-1980.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "INSURANCE", APART FROM
THE MARK AS SHOWN.

THE LINING SHOWN IS A FEATURE OF
THE MARK AND NOT INTENDED TO INDICATE
COLOR.

"ESTRELLA" TRANSLATES INTO ENGLISH
AS "STAR".

SER. NO. 75-078,857, FILED 3-26-1996.

CHERYL BUTLER, EXAMINING ATTORNEY



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 28, 2016

PTAS

MARK S. BICKS
1030 15TH STREET, NW, SUITE 400 EAST
WASHINGTON, DC 20005

900371337

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

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RECORDATION DATE: 07/14/2016

REEL/FRAME: 5830/0804
NUMBER OF PAGES: 3

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:
ESTRELLA INSURANCE, INC.

DOC DATE: 07/13/2016
CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

ASSIGNEE:
ESTRELLA FRANCHISING CORP.

CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

3750 WEST FLAGLER STREET
MIAMI, FLORIDA 33134

SERIAL NUMBER: 75078856
REGISTRATION NUMBER: 2064814
MARK: ESTRELLA INSURANCE
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 03/26/1996
REGISTRATION DATE: 05/27/1997

SERIAL NUMBER: 75078857
REGISTRATION NUMBER: 2037199
MARK: ESTRELLA INSURANCE

FILING DATE: 03/26/1996
REGISTRATION DATE: 02/11/1997

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S) /NUMBER(S)

5830/0804 PAGE 2

SERIAL NUMBER: 75078858

REGISTRATION NUMBER: 2033988

MARK: DRIVE WITH THE STAR

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 03/26/1996

REGISTRATION DATE: 01/28/1997

SERIAL NUMBER: 75078860

REGISTRATION NUMBER: 2037200

MARK:

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)
/NUMBER(S)

FILING DATE: 03/26/1996

REGISTRATION DATE: 02/11/1997

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXHIBIT C

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NEVADA SECRETARY OF STATE

Barbara K. Cegavske

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ESTRELLA INSURANCE

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Business Entity Information

Status:	Active	File Date:	8/8/2011
Type:	Service Mark	Entity Number:	E0450292011-4
Qualifying State:	NV	List of Officers Due:	
Managed By:		Expiration Date:	8/8/2021
Date of 1st use in Nevada:	7/1/2001	Date of 1st use Anywhere:	7/1/2001
Classification:	102		

Applicant

Name:	ACCESS INSURANCE AGENCY OF NEVADA, LLC	Address1:	18540 SUMMIT AVENUE
Address 2:		City:	OAKBROOK TERRACE
State:	IL	Zip Code:	60181

Additional Information

Goods and Services:	INSURANCE
---------------------	-----------

Registered Agent Information

No Registered Agent associated with this company

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
---------------------	---	-----------------	------

No stock records found for this company

Officers

☐ Include Inactive Officers

No active officers found for this company

Actions\Amendments

[Click here to view 3 actions\amendments associated with this company](#)

EXHIBIT D



190104



BARBARA K. CEGAVSKE
 Secretary of State
 555 East Washington Ave., #5200
 Las Vegas, Nevada 89101
 (702) 486-2880
 Website: www.nvsos.gov

Mark Registration Form

(PURSUANT TO NRS 600)

Page 1

Important: Read attached instructions before completing form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. <u>Please Designate One Mark Per Application:</u>	<input type="checkbox"/> TRADEMARK <input type="checkbox"/> TRADE NAME <input type="checkbox"/> SERVICE MARK
2. <u>Mark to be Registered:</u> <i>(name of mark or words to be included in the mark)</i>	<div style="border: 1px solid black; height: 40px;"></div>
3. <u>Design:</u>	Does the mark include a design? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(If yes, attach drawing or facsimile)</i>
4. <u>Classification Number:</u> <i>(see instructions: one class per application)</i>	<div style="border: 1px solid black; height: 40px;"></div>
5. <u>Applicant:</u> <i>(please designate)</i>	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> ENTITY <i>(If entity)</i> STATE OF INCORPORATION: <div style="border: 1px solid black; width: 100px; height: 20px;"></div>
6. <u>Name of Applicant:</u> <i>(from question five)</i>	<div style="border: 1px solid black; height: 40px;"></div>
7. <u>Business Address:</u>	<div style="border: 1px solid black; height: 20px;"></div> Street Number/Post Office Box <div style="border: 1px solid black; height: 20px;"></div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 45%;"></div> <div style="border: 1px solid black; width: 10%;"></div> <div style="border: 1px solid black; width: 40%;"></div> </div> <div style="display: flex; justify-content: space-between;"> City State Zip Code </div>
8. <u>Original Mark Date In Nevada:</u>	Date the mark was first used by applicant in Nevada (display as mm/dd/yyyy): <i>(See NRS 600.320)</i> <div style="border: 1px solid black; height: 20px;"></div>

This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
Secretary of State
555 East Washington Ave., #5200
Las Vegas, Nevada 89101
(702) 486-2880
Website: www.nvsos.gov

Mark Registration Form

(PURSUANT TO NRS 600)

Page 2

Important: Read attached instructions before completing form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

9. <u>Original Mark Date:</u>	Date the mark was first used by applicant <i>anywhere</i> (display as mm/dd/yyyy):
10. <u>Use of Mark or Name:</u>	State the specific goods or services for which the mark will be used:
10a. <u>Trademark:</u> (complete only if trademark)	Check how trademark is used. By applying it: <input type="checkbox"/> directly to the goods, <input type="checkbox"/> directly to the containers for the goods, <input type="checkbox"/> to tags or labels affixed to the goods, <input type="checkbox"/> to tags or labels affixed to the containers for the goods. By displaying it: <input type="checkbox"/> in physical association with the goods in the sale or distribution thereof, <input type="checkbox"/> in advertising.
OR	10b. <u>Service Mark:</u> (complete only if service mark) Check how service mark is used. By displaying it: <input type="checkbox"/> in advertisements of the service, <input type="checkbox"/> on documents, wrappers, or articles delivered in connection with the service rendered, <input type="checkbox"/> in other fashion; if so, please specify:
OR	10c. <u>Trade Name:</u> (complete only if trade name)
11. <u>Notarized Signature of Applicant:</u>	State how trade name is used (ie. business card, letterhead, signage, etc.): <p>The applicant herein states that he has read the above application and that the statement and facts set out therein are true that the mark is currently in use by the applicant; that to the best of his knowledge and belief the applicant is the owner of the mark sought to be registered and no other person has the right in the State of Nevada to use such mark either in the identical form set forth in the application or in such near resemblance to it as might, when applied to the goods or services of such other person, cause confusion or cause mistake or be calculated to deceive.</p> <p>State of _____ County of _____</p> <p style="text-align: right;">X _____ Signature of Applicant</p> <p>This instrument was acknowledged before me on _____, Date</p> <p>by _____ Printed Name of Applicant Signing</p> <p>_____ Notary Signature</p> <p style="text-align: right;">_____ Notary Stamp</p>



BARBARA K. CEGAVSKE
Secretary of State
555 E. Washington Ave., #5200
Las Vegas, Nevada 89101
(702) 486-2880
Website: www.nvsos.gov

Instructions for Mark Registration (PURSUANT TO NRS CHAPTER 600)

IMPORTANT: READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM.

To ensure the best possible service and to help avoid delays or returns, please be sure you have included:

1. The mandatory \$100.00 filing fee.
2. The Mark Registration form.
3. A specimen (sample of use of the Mark, i.e. advertisement, letterhead, etc.). The specimen must be in black and white. No colored specimens please.
4. The classification of goods or services from the following categories (see item four on the application). Must be specific.
5. A separate application for each class for which the Name or Mark is used.

CLASS NUMBERS OF GOODS FOR TRADEMARKS ONLY

Raw or partly prepared materials; (2) receptacles; (3) baggage, animal equipments, portfolios, and pocketbooks; (4) abrasives and polishing materials; (5) adhesives; (6) chemicals and chemical compositions; (7) cordage; (8) smokers' articles, not including tobacco products; (9) explosives, firearms, equipments, and projectiles; (10) fertilizers; (11) inks and inking materials; (12) construction materials; (13) hardware and plumbing and steam-fitting supplies; (14) metals and metal castings and forgings; (15) oils and greases; (16) paints and painters' materials; (17) tobacco products; (18) medicines and pharmaceutical preparations; (19) vehicles; (20) linoleum and oiled cloth; (21) electrical apparatus, machines, and supplies; (22) games, toys and sporting goods; (23) cutlery, machinery, and tools and parts thereof; (24) laundry appliance and machines; (25) locks and safes; (26) measuring and scientific appliances; (27) horological instruments; (28) jewelry and precious-metal ware; (29) brooms, brushes, and dusters; (30) crockery, earthenware, and porcelain; (31) filters and refrigerators; (32) furniture and upholstery; (33) glassware; (34) heating, lighting, and ventilating apparatus; (35) belting, hose, machinery packing and non-metallic tiers; (36) musical instruments and supplies; (37) paper and stationery; (38) prints and publications; (39) clothing; (40) fancy goods, furnishings, and notions; (41) canes, parasols and umbrellas; (42) knitted, netted and textile fabrics, and substitutes therefor; (43) thread and yarn; (44) dental, medical, and surgical appliances; (45) soft drinks and carbonated waters; (46) foods and ingredients of foods; (47) wines; (48) malt beverages and liquors; (49) distilled alcoholic liquors, (50) merchandise not otherwise classified; (51) cosmetics and toilet preparations; (52) detergents and soaps.

CLASS NUMBERS FOR SERVICE MARKS AND TRADE NAMES ONLY

(100) Miscellaneous; (101) advertising and business; (102) financial and insurance; (103) construction and repair; (104) communications; (105) transportation and storage; (106) material treatment; (107) education and entertainment.

Your trademark, trade name or service mark will be in effect for 5 years from the date it is filed. It can be renewed for additional 5 year periods simply by filing an application with the Secretary of State within six (6) months preceding the expiration date. The renewal fee is \$50.00.

Please be sure to notify us *in writing* if you have a change of address.

Trademark laws are totally unrelated to Nevada's corporation law. If you are interested in filing a corporation or reserving a corporate name, our office will be happy to provide you with the necessary information.

EXHIBIT E



MARIN ELJAEK LOPEZ

Eric J. Strauss
ES@MELAWYERS.COM

CEASE AND DESIST

June 28, 2016

VIA CERTIFIED U.S. MAIL

Newins Insurance Agency Holdings, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

Access Insurance Agency of Nevada, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

American Access Group, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

**RE: REMOVAL OF SERVICE MARK AND ALL REFERENCES OF
ESTRELLA INSURANCE FROM YOUR CORPORATE NAME,
WEBSITE, AFFILIATED WEBSITES AND RETAIL LOCATIONS**

To Whom it May Concern:

This law firm serves as legal counsel to Estrella Insurance, Inc. ("Estrella"). It has recently come to our attention that you and your affiliated websites are using Estrella's trade name and service mark in advertising campaigns in order to direct internet traffic to your website. You or your affiliates have also opened retail sites using Estrella's trade name and service mark. Your use of Estrella Insurance and its marks is a violation of Estrella's trademark rights, common law service mark rights, and trade name rights, and this letter constitutes Estrella's demand that you cease and desist any and all use of Estrella's name, marks, or intellectual property in connection with the sale of insurance or insurance leads.

Estrella is a privately owned insurance agency offering a wide variety of insurance coverage including, but not limited to, automobile, home, boat and motorcycle. Estrella operates throughout the United States. Estrella is the owner of two marks registered with the United States Patent and Trademark Office. The first mark is the typed "Estrella Insurance" bearing USPTO Registration Number 2064814 and the second is the Estrella Insurance drawing identified by USPTO Registration Number 2037199. The marks were registered on March 26, 1996 and Estrella continually uses the marks in advertising throughout the United States and on

its website at www.estrellainsurance.com. Estrella, through the use of its marks, is actively involved in promoting its brand. As a result of Estrella's marketing and advertising efforts, the general public has come to recognize Estrella Insurance as an established brand with a distinct reputation.

We have reviewed the use of your company's business name, "Estrella Insurance", the logo used in your advertising materials, retail locations and similarity of business to determine that there is a substantial likelihood of confusion amongst consumers. Enclosed with this letter is a screenshot of your website from June 28, 2016 depicting the usage of "Estrella Insurance".

Under Federal law, your use of Estrella Insurance is an infringement of Estrella's trade name or service mark which has already created a likelihood of consumer confusion. Please be advised that Estrella may seek the remedies and attorneys fees as provided by 15 U.S.C. §§ 1116, 1117. Estrella will take any action necessary to protect its trademarks, trade names, service mark or any other intellectual property or goodwill it may have.

You are hereby put on notice that you have infringed on Estrella's rights and caused damage to Estrella. You must cease and desist from using Estrella's intellectual property in any company or corporate name, marketing, advertising, or promotional material. We will continue to monitor your use of Estrella's trade name, trademark, service mark and other intellectual property.

If you or your attorneys have any questions, please feel free to contact me.

Sincerely,



Eric J. Strauss


(enclosure)


www.directstar.com




Estrella Insurance

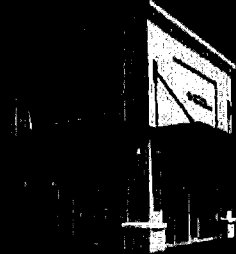
Make a Payment/Login Español 888-449-0172

Insurance Brokers Our Locations Customer Resources About Us Employment Contact Us

 **Find a Location**
Talk to an agent in your neighborhood.

Find Location 

 Get a Free Quote  Find a Location  Call an Agent



Protect Your Dreams by Protecting Your Car

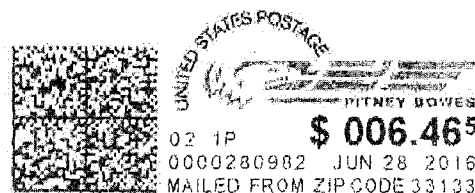
You choose how to buy - in person, online, or over the phone

Your car is your ride to success, freedom and opportunity. Your car gets you to your job so you can



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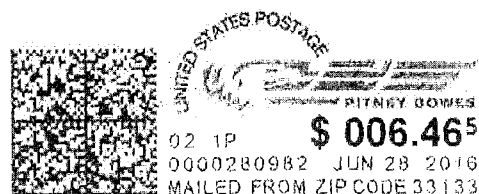
501 South Bayshore Drive, Suite
Coconut Grove Florida 33133



Access Insurance Agency of Nevada, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

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501 South Bayshore Drive, Suite
Coconut Grove Florida 33133



American Access Group, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

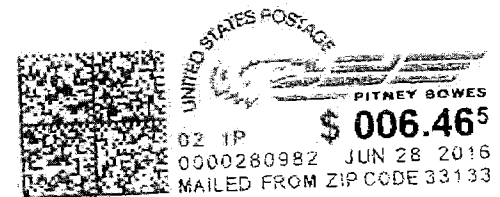
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
<p>1. Article Address Insurance Agency of Nevada, LLC 2211 Butterfield Rd, Suite 150 Downers Grove, Illinois 60515</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

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<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
<p>1. Article American Access Group, LLC 2211 Butterfield Rd, Suite 150 Downers Grove, Illinois 60515</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
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2601 South Bayshore Drive Suite 200
Coconut Grove Florida 33133



Newins Insurance Agency Holdings, LLC
2211 Butterfield Rd, Suite 150
Downers Grove, Illinois 60515

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Newins Insurance Agency Holdings, LLC 2211 Butterfield Rd, Suite 150 Downers Grove, Illinois 60515</p>		<p>B. Received by (<i>Printed Name</i>)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (<i>Transfer from service label</i>)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
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<p>9590 9402 1306 5285 6155 01</p>			

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Domestic Return Receipt